

**ENVIRONMENTAL SERVICES
SPB05-894P-Y**

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are Room 165 Mitchell Building, 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and **Resource Management Services, Inc.**, (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are 52-1833543, 7304 Celata Lane, San Diego CA 92129, and (619) 665-6353.

THE PARTIES AGREE AS FOLLOWS:

2. PURPOSE

The purpose of this term contract is to establish a list of Environmental Service Providers in several service areas. All qualified offerors will be assembled into a multiple contractor term contract for use by state agencies and other public procurement units. The State makes no guarantee of use by any agency-authorized access to this term contract. However, through data conveyed by the Montana Department of Environmental Quality, Montana Department of Natural Resources and Conservation, and Montana Fish, Wildlife and Parks, it is anticipated that this term contract should access approximately 2.5 million dollars or more annually.

3. EFFECTIVE DATE, DURATION, AND RENEWAL

3.1 Contract Term. This contract shall take effect upon execution of all signatures, and terminate on June 30, 2007, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

3.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of four additional years. This renewal is dependent upon legislative appropriations.

3.3 Addition of Analytical Laboratory Contractor. Proposals will be accepted between April 1 and May 1 of each calendar year from current firms requesting review of their qualifications to perform Analytical Laboratory Services as originally requested under RFP SPB05-894P. The state will evaluate each proposal received in the exact manner in which the original proposals for other categories were evaluated. If proposal passes the requirements as evaluated to perform Analytical Lab Services, the state will update that firms term contract to include the Analytical Lab Services category contingent on said firm being in good standing otherwise.

4. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

5. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

6. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain complete information on all public procurement units utilizing this term contract. Minimum information required to be included in usage reports: name of the agency or governmental entity who contacted you regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason; number and title of contracts received; total dollar amounts for contracts received; the names of your company personnel involved in the project; and project status as of usage report date. The report for this term contract will be due on July 20th of each year.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

7. COST/PRICE ADJUSTMENTS

7.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. Contractor must provide written, verifiable justification for any cost adjustments they request during each renewal period. Contractor shall provide its cost adjustments in both written and electronic format.

7.2 Differing Site Conditions. If, during the term of this contract, circumstances or conditions are materially different than set out in the specifications, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor shall immediately cease work and notify, in writing, the State of any such conditions necessitating an adjustment as soon as they are suspected and prior to the changed conditions affecting the performance of this contract. Any adjustment shall be agreed upon in writing by both parties to the contract.

7.3 Cost/Price Adjustment. All requests for cost/price adjustment must be submitted between April 1st and April 30th along with written justification. Requests received after April 30th will not be considered unless written approval from the SPB Contracts Officer is given to submit at a later date. In no event will cost/price adjustments be allowed beyond May 15th. All requests that are approved will be incorporated by contract amendment and made effective July 1st of the next approved renewal period.

8. SERVICES AND/OR SUPPLIES

8.1 Service Categories. Contractor agrees to provide to the State the following services:

Stakeholder Participation. The TMDL program (within DEQ) will often need additional assistance in order to develop implementation/restoration strategies and monitoring plans. These plans often require public involvement with the local stakeholders. These efforts typically results in developing the measures needed to achieve full beneficial use support or to monitoring the uncertainties that arise during the TMDL process. Offerors should be experienced in or have staff members with proper credentials to facilitate participation with local stakeholders.

Communication/Educational Services –Contract Administration. Communication/education contractor specializing in contract administration would assist in tracking contract progress, accounting systems for the contracts, documenting and tracking match funds, developing scopes of work for project contracts, soliciting for project sponsors, conducting the procurement process for the contractor selection, tracks contracts progress, obstacles and fund availability, reviews and evaluates products resulting from contracts as to meeting contractual requirements, inputting information into database to track contact and assemble detailed contract information with ease.

Communication/Education Services – Information Transfer & TMDL Technical Editing. Communication/education contractor specializing in information transfer would assist in the design, production and distribution of information for target audiences via TV, radio, or print media. These projects often require the conversion of complex water quality data into information the public can understand. Products include

pamphlets, brochures, guidebooks, and videos; maintaining a webpage, writing press releases; set up public meetings, give interviews, make presentations at workshops and conferences and organize conferences and set up field trips. Offerors in this field may also specify their ability to provide Technical Editing of Natural Science documents, in particular Total Maximum Daily Load documents. Technical editing can include, but is not limited to proofreading for grammar and mathematical errors, document clarity, and linkage between different sections.

8.2 Reuse of Documents. When the projects dictate a design or engineered approach, the State agrees that it will not apply the Contractor's designs to any other projects.

9. ENGINEERING ACCESS

All of the firms selected may need to have access to engineering services depending on the nature of the project. The contractor(s) will be expected to use their own best judgment as to whether engineering services are needed for a given project. However, traditional engineering methodologies are not the emphasis of this RFP. It is a violation of State Statute to practice engineering or land surveying without a license.

10. PROJECT SELECTION

10.1 Project Identification. The State will be responsible for identifying projects, contacting landowners and securing necessary permission/cooperation agreements, selecting a contractor, writing grant applications and approving project payments.

10.2 Hazardous Materials. The State will not initiate projects where it is known that hazardous materials are present. If there is an indication of a potential of hazardous materials, then the State will do testing prior to contacting the contractor. However, there is always the possibility of unforeseen problems resulting in the stoppage of a project.

10.3 Meetings. The selected contractor may be required to meet with State personnel at the project site to conduct a site evaluation, discuss project issues and begin the negotiation process on project feasibility, conceptual design and costs for each project.

10.4 Approach Expectations. In the case of restoration activities, the agency will identify the preferred techniques. The determination made by the State may define which contractor(s) are contacted for project initiation. The State is always open to new and innovative approaches that accomplish project goals.

11. SELECTING A CONTRACTOR

The State may select a term contract holder from the Environmental Services contract home page as provided under the state's website address

<http://www.discoveringmontana.com/doa/gsd/procurement/TermContracts/environservices/Default.asp>, taking into consideration such things as the contractor's area of expertise, requirements and location of the project, the contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on State and public projects, identified subcontractors and total project cost.

General. Ordering agencies shall use the procedures in this section when ordering services priced at hourly rates as established by each Term Contract (TC). The applicable service categories are identified in each TC along with the contractor's price lists.

Request for Quotation (RFQ) procedures. The ordering agency must provide an RFQ, which includes the statement of work and limited, but specific evaluation criteria (e.g., experience and past performance), to TC contractors that offer services that will meet the agency's needs. The RFQ may be posted to the agency's state website to expedite responses.

Statement of Work (SOWs). All SOW's shall include at a minimum a detailed description of the work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards and any special requirements (e.g., security clearances, travel, special knowledge).

- (1) Ordering agency may select a contractor from the appropriate service category and directly negotiate a mutually acceptable project based on a sudden and unexpected happening or unforeseen occurrence or condition, which requires immediate action. (Exigency).
- (2) Ordering agency may place orders at or below the \$5,000 threshold with any TC contractor that can meet the agency's needs. The ordering agency should attempt to distribute orders among all service category contractors.
- (3) For orders estimated to exceed \$5,000 but less than \$25,000.
 - (i) The ordering agency shall develop a statement of work.
 - (ii) The ordering agency shall provide the RFQ (including the statement of work and evaluation criteria) to at least three TC contractors that offer services that will meet the agency's needs.
 - (iii) The ordering agency shall request that contractors submit firm-fixed prices to perform the services identified in the statement of work.
- (4) For orders estimated to exceed \$25,000. In addition to meeting the requirements of (3) above, the ordering agency shall:
 - (i) Provide the RFQ (including the statement of work and the evaluation criteria) to a minimum of six service category TC contractors (if category has less than 6, all contractors will be offered an RFQ) with a 50% replacement factor for each subsequent request for quote in the same service category.

Evaluation. The ordering agency shall evaluate all responses received using the evaluation criteria provided in the RFQ to each TC contractor. The ordering agency is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. The agency will place the order with the contractor that represents the best value. After award, ordering agencies will provide timely notification to unsuccessful TC contractors. If an unsuccessful TC contractor requests information on a task order award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.

Minimum documentation. The ordering agency shall document:

- (1) The TC contractors considered, noting the contractor from which the service was purchased.
- (2) A description of the service purchased.
- (3) The amount paid.
- (4) The evaluation methodology used in selecting the contractor to receive the order.
- (5) The rationale for making the selection.
- (6) Determination of price fair and reasonableness.

Agency project task orders will be utilized to finalize the project. Only written addenda will be used for adjustments of the task orders and must be signed by both parties. All task orders must contain signatures from both parties and appropriate agency legal review as directed in their procurement policy.

The State will monitor contractor selection by using the information provided in the annual TC usage reports.

Contractor's who fail to respond to three RFQ opportunities within a one-year period between July 1st and June 30th may be removed from the qualified list of contractors.

12. CONTRACTOR RESPONSIBILITIES

12.1 Supervision and Implementation. The selected contractor for an individual project will be responsible for the supervision and implementation of the approach and will be responsible for oversight of work performed by all subcontractors. In most cases the contractor will provide and be responsible for all the

necessary equipment, materials, supplies and personnel necessary for proper execution of the work. However, the State reserves the right to hire subcontractors (equipment and/or labor) if it will provide a cost savings to the State. The selected contractor will also be responsible for clean up of the sites if necessary and must have the sites inspected by the State immediately prior to completion.

12.2 On-Site Requirements. When a contractor is contacted by the State to discuss a project, the State and the contractor may visit the job site if deemed necessary by the Project Manager, to become familiar with conditions relating to the project and the labor requirements. The State will provide a detailed scope of work for the project and request the contractor supply the State with a response to project approach, cost, timeframe and any other information deemed necessary by the State to make a selection or complete a contract negotiation.

In the cases of Restoration or On-The-Ground Activities, the contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. They shall be responsible for all damages or injury due to their action or neglect.

The contractor shall maintain access to all phases of the contract pending inspection by the State, the landowner, or their representative. All interim or final products funded by the contract will become the property of the State or Cooperative Purchaser upon payment for said products.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. The contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the expense of the contractor.

12.3 Clean Up (when project tasks require). The contractor shall:

- Keep the premises free from debris and accumulation of waste;
- Clean up any oil or fuel spills;
- Keep machinery clean and free of weeds;
- Remove all construction equipment, tools and excess materials; and
- Perform finishing site preparation to limit the spread of noxious weeds before final payment by the State.

12.4 Applicable Laws. The contractor shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The contractor shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

12.5 Cooperation. The contractor shall work closely with the States analytical consultants, (i.e. environmental laboratories and taxonomists) to develop the desired products.

12.6 Work Acceptance. The contractor is responsible for project oversight as needed. The State may also periodically provide personnel for administrative oversight from the initiation of the contract through project completion. All work will be inspected by the State or designated liaison prior to approval of any contract payments. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven calendar days after notice of defects has been given by the State and proceed to immediately remedy all defects.

12.7 Records. The contractor will supply the State with documentation, when requested, of methods used throughout project implementation. Contractor will maintain records for themselves and all subcontractors of supplies, materials, equipment and labor hours expended.

12.8 Communication. Remoteness of project sites may necessitate that the contractor have some form of field communication such as a cellular phone. This communication is necessary to enable the State to respond to public concerns related to the project, accidents, inspections, or other project issues that require immediate feedback. In addition, the State or Cooperative Purchaser may require scheduled communication at

agreed upon intervals. The communication schedule will be dependent upon the project circumstances and requirements of the contracting agency. In the case when a communication schedule is included in the Scope of Work, the schedule will commence when the contractor initiates the project.

12.9 Change of Staffing. Since qualifications of personnel were key in determining which offerors were selected to be on this TC, a written notification of any changes in key personnel must be made to the state agency, prior to entering into negotiations to perform any specific work scope. Contractor shall replace such employee(s) at its own expense with an employee of substantially equal abilities and qualifications without additional cost to the agency. If these staffing changes cause the contractor to no longer meet the qualifications stated herein, that firm will be removed from the service area of this TC. Failure to notify the state agency of staffing changes could result in the contractor being removed from the TC listing and possible suspension from bidding on other state projects.

12.10 Collaboration. The State encourages collaboration between contractors to increase the scope of services offered. In cases where the chosen contractor is not able to provide all services needed for the project, the State will expect the chosen contractor to contact other contractors on this list to negotiate subcontracts for these services before going elsewhere. Exceptions to this strategy will be evaluated on a case-by-case basis.

12.11 Subcontractors, Project Budget and Invoicing. All subcontractors to be used in any project must be approved by the authorized entity initiating the project. Project budgets will be negotiated for each individual project contract. However, all rates, terms and conditions set forth in this term contract will be applied to individual contracts. Subcontractor is defined as anyone other than the prime contractor having substantial direct involvement in a specific project.

The State reserves the right to choose the invoicing method from the following:

- Prime contractor's billing will include the subcontractors charges and payment will be made to the prime, or
- Prime and subcontractors will bill the State separately and the State will pay each directly.

13. CONSIDERATION/PAYMENT

13.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the negotiated agreement for each project. Hourly rates and miscellaneous charges as provided in Attachment B shall apply.

13.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

14. CONTRACTOR WITHHOLDING

Section 15-50-206, MCA, requires the state agency or department for whom a public works construction contract over \$5,000 is being performed, to withhold 1 percent of all payments and to transmit such monies to the Department of Revenue.

15. MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, at least 50% of the workers of each contractor engaged in construction services must be performed by bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of Heavy Construction and Nonconstruction services. The booklets containing Montana's 2003 Rates for Heavy Construction and Nonconstruction Services are attached.

The most current Montana Prevailing Wage Booklet will automatically be incorporated at time of renewal. It is the contractor's responsibility to ensure they are using the most current prevailing wages during performance of its covered work.

16. ACCESS AND RETENTION OF RECORDS

16.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

16.2 Retention Period. The Contractor agrees to create and retain records supporting the environmental services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

17. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

18. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

19. REQUIRED INSURANCE

19.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

19.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

19.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

20.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

20.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

20.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

20.7 Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

20.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

20.9 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

21. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135, upon expiration.

22. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

23. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

24. PATENT AND COPYRIGHT PROTECTION

24.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

24.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

25. CONTRACT TERMINATION

25.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

25.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

26. STATE PERSONNEL

26.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints or any other issues regarding the contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Robert Oliver, Contracts Officer
Room 165 Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Telephone #: (406) 444-0110
Fax #: (406) 444-2529
E-mail: roliver@mt.gov

26.2 State Project Manager. Each using State agency or Cooperative Purchaser will identify a Project Manager in the project task order. The Project Manager will manage the day-to-day project activities on behalf of the State/Cooperative Purchaser.

27. CONTRACTOR PERSONNEL

27.1 Change Of Staffing. Since qualifications of personnel was key in determining which offerors were selected to be on this term contract list, a written notification to the State Procurement Bureau of any changes of key personnel must be made within two weeks of the change. These change notifications will be completed upon the departure or hiring of key personnel who are professional employees critical to awarded service areas. If these staffing changes cause the firm to no longer meet the qualifications stated herein, that firm will be removed from the service area of this term contract. Failure to notify the State Procurement Bureau of staffing changes could result in the contractor being removed from the term contract listing and possible suspension from bidding on other State projects.

27.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Pankaj Garg
7304 Celata Lane
San Diego, CA 92129
Telephone #: (619) 665-6353
Fax #: (858) 538-1703
E-mail: pgarg@san.rr.com

27.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

Pankaj Garg
7304 Celata Lane
San Diego, CA 92129
Telephone #: (619) 665-6353
Fax #: (858) 538-1703
E-mail: pgarg@san.rr.com

28. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the

State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

29. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

30. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

31. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

32. SCOPE, AMENDMENT AND INTERPRETATION

32.1 Contract. This contract consists of 11 numbered pages, any Attachments as required, RFP # SPB05-894P, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

32.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

33. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA MT 59620-0135**

**RESOURCE MANAGEMENT SERVICES, INC.
7304 CELATA LANE
SAN DIEGO CA 92129
FEDERAL ID # 52-1833543**

BY: _____
Penny Moon, Contracts Officer

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

ATTACHMENT A CONTRACTOR'S RESPONSE

SECTION 3 SCOPE OF PROJECT

3.0 BACKGROUND

RMS understands that the purpose of this Term Contract is to establish a list of Environmental Service Providers in several service areas as detailed in Section 3.5. RMS also understands that ALL qualified Offeror's will be assembled into a multiple contractor term contract for use by State Agencies and other public procurement units. RMS further understands that the State makes no guarantee of use by any agency-authorized access to this term contract. Lastly, RMS understands that based on data conveyed to the State by the Montana Department of Environmental Quality, Montana Department of Natural Resources and Conservation, and Montana Fish, Wildlife and Parks, the State anticipates that the Term Contract should access approximately \$2,500,000 or more annually.

RMS understands and will comply with Section 3.0 of the RFP.

3.1 ENGINEERING ACCESS

RMS understands that ALL of the firms selected may need to have access to engineering services depending on the nature of the Project. RMS further understands that the State expects us to utilize our own best judgment as to whether engineering services are needed for a given Project. Lastly, RMS understands that traditional engineering services are not the emphasis of this RFP and that it is a violation of State Statute to practice Engineering or Land Surveying without a license.

RMS understands and will comply with Section 3.1 of the RFP.

3.2 PROJECT SELECTION

RMS understands and will comply with Section 3.2 of the RFP.

3.2.1 Project Identification

RMS understands that the State will be responsible for identifying projects, contacting landowners and securing necessary permission/cooperation agreements, selecting a contractor, writing grant applications and approving periodic payments.

RMS understands and will comply with Section 3.2.1 of the RFP.

3.2.2 Hazardous Materials

RMS understands that the State will not initiate projects where it is known that hazardous materials are present. RMS further understands that if there is an indication of a potential of hazardous materials, then the State will perform testing prior to contacting the contractor. Lastly, RMS recognizes that there is always the possibility of unforeseen problems resulting in the stoppage of a project.

RMS understands and will comply with Section 3.2.2 of the RFP.

3.2.3 Meetings

RMS understands that the selected contractor may be required to meet with State personnel at the project site to conduct a site evaluation, discuss project issues and begin the negotiation process or project feasibility, conceptual design and costs for each project. If so deemed necessary by State personnel, RMS will make its Project Manager and Engineers available at the Identified Project Site(s) to discuss these or other pertinent Project issues.

RMS understands and will comply with Section 3.2.3 of the RFP.

3.2.4 Approach Expectations

RMS understands that in the case of restoration activities, the Agency will identify the preferred techniques. RMS also understands that the determination made by the State may define which contractor(s) are contacted for project initiation. Lastly RMS understands that the State is receptive and open to new and innovative approaches that accomplish project goals.

RMS understands and will comply with Section 3.2.4 of the RFP.

3.3 SELECTING A CONTRACTOR

RMS understands that the State will choose a contractor from the list of Environmental Service Providers on this Term Contract, taking into consideration such things as the contractor's area of expertise, requirements and location of the project, the contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on State and Public Projects, identified subcontractors and cost.

RMS recognizes that the State has three options for awarding projects:

- Option 1 is to select a contractor from the list who is qualified to conduct the work and directly negotiate a mutually acceptable project;
- Option 2 is for the State to select multiple firms to provide a scope of work and questionnaire about the project. The contractors would then respond back in limited form and possibly meet with the State to discuss or present project approaches at which time the State would make a selection based on the information provided (this would not be a formal competition); and
- Option 3 is to not use this list and to put the project out to competitive bid following standard procurement procedures.

RMS understands that Agency project task orders will be utilized to finalize each project and that only written addenda signed by both parties will be used for adjustments of the task orders.

RMS understands and will comply with Section 3.3 of the RFP.

3.4 CONTRACTOR RESPONSIBILITIES

RMS understands and will comply with Section 3.4 of the RFP.

3.4.1 Supervision and Implementation

RMS understands that the selected contractor for an individual project will be responsible for the supervision and implementation of the approach and will be responsible for oversight of work performed by all subcontractors. RMS also understands that the selected contractor will be responsible for all necessary equipment, materials, supplies, and personnel necessary for proper execution of the work. RMS also understands that the State reserves the right to hire subcontractors (equipment and/or labor) if it will provide a cost savings to the State.

RMS understands and will comply with Section 3.4.1 of the RFP.

3.4.2 On-Site Requirements

RMS understands that when the contractor is contacted by the State to discuss a project, the State and the contractor may visit the job site if deemed necessary by the Project Manager, to become familiar with conditions relating to the project and the labor requirements. RMS also understands that the State will provide a detailed Scope of Work for the project and request the contractor to supply the State with a response to project approach, cost, timeframe and any other information deemed necessary by the State to make a selection or

complete a contract negotiation.

RMS recognizes that in projects involving Restoration or On-The-Ground Activities, the contractor shall adequately protect the work, adjacent property, and the public in all phases of the work and that the contractor is responsible for all damages and injuries resulting from neglect.

RMS understands that the contractor shall maintain access to all phases of the contract pending inspection by the State, the landowner, or their representative. RMS also understands that ALL interim or final products funded by the contract will become the property of the State or Cooperative Purchaser upon payment for said products.

RMS acknowledges that all work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance and that the contractor must respond within seven calendar days after notice of observed defects has been given. Furthermore, RMS understands that the contractor shall immediately remedy the defects and if the contractor fails to do so, the State may have the work corrected at the expense of the contractor.

RMS understands and will comply with Section 3.4.2 of the RFP.

3.4.3 Clean Up (when project tasks require)

RMS understands that the contractor shall:

- Keep the premises free from debris and accumulation of waste;
- Cleanup any oil or fuel spills;
- Keep machinery clean and free of weeds;
- Remove all construction equipment, tools and excess materials; and
- Perform finishing site preparation to limit the spread of noxious weeds before final payment by the State.

RMS understands and will comply with Section 3.4.3 of the RFP.

3.4.4 Applicable Laws

RMS understands that it is the contractor's responsibility to keep informed of, and comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services under this contract.

RMS understands and will comply with Section 3.4.4 of the RFP.

3.4.5 Cooperation

RMS understands that the contractor must work closely with the State's analytical consultants (i.e., environmental laboratories and taxonomists) to develop the desired products.

RMS understands and will comply with Section 3.4.5 of the RFP.

3.4.6 Work Acceptance

RMS understands that the contractor is responsible for project oversight as needed. RMS also understands that the State may also periodically provide personnel for administrative oversight from the initiation of the contract through project completion. RMS acknowledges that the State or designated liaison may inspect ALL work prior to approval of contract payments.

RMS acknowledges that all work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance and that the contractor must respond within seven calendar days after notice of observed defects has been given.

RMS understands and will comply with Section 3.4.6 of the RFP.

3.4.7 Records

RMS understands that the contractor must supply the State with documentation, when requested, of methods used throughout project implementation. RMS acknowledges that the contractor will maintain records for themselves and all subcontractors of supplies, materials, equipment and labor hours expended.

RMS understands and will comply with Section 3.4.7 of the RFP.

3.4.8 Communication

RMS recognizes that the remoteness of some sites may necessitate the use of cell phones or some other form of field communication. RMS understands that this communication is necessary to enable the State to respond to public concerns related to the project, accidents, inspections, or other project related issues.

ALL RMS personnel have cell phones that are carried 24 hours per day, 7 days per week. In addition, when field activities are conducted, RMS personnel are provided with radios that facilitate intra-site communications. For extremely remote sites, satellite phones may also be required and can be made available to RMS Project Staff.

RMS understands and will comply with Section 3.4.8 of the RFP.

3.4.9 Change of Staffing

RMS recognizes that since qualifications of key personnel are a key in determining which offerors will be selected to be on this term contract list, a written notification to the State Procurement Bureau of any changes to Key Personnel must be made within two weeks of the change. RMS understands that failure to notify the State Procurement Bureau of staffing changes could result in the contractor being removed from the term contract listing and possible suspension from bidding on other State projects.

RMS understands and will comply with Section 3.4.9 of the RFP.

3.4.10 Collaboration

RMS understands that in cases where the chosen contractor is not able to provide all services needed for the project, the State expects the chosen contractor to contact other contractors on this list to negotiate subcontracts for these services before going elsewhere.

RMS understands and will comply with Section 3.4.10 of the RFP.

3.4.11 Subcontractors, Project Budget, and Invoicing

RMS understands that all subcontractors to be used in any project must be approved by the authorized entity initiating the project and that project budgets will be negotiated for each individual project contract. RMS also understands that ALL rates, terms and conditions set forth in this term contract will be applied to individual contracts.

RMS recognizes that the State reserves the right to choose the invoicing method from the following:

- Prime contractor's billing will include the subcontractors changes and payment will be made to the prime; or
- Prime and subcontractor's will bill the State separately and the State will pay each directly.

RMS understands and will comply with Section 3.4.11 of the RFP.

3.5 SERVICE CATEGORIES

RMS understands that the State has designated Environmental Service Categories that offerors can customize their proposals towards. RMS also understands that the State would like us to address each Service Area

individually since different evaluation Teams will be examining the proposals. RMS also understands that a Completed Identification of Services Matrix must be supplied with the proposal. **RMS's completed Identification of Services Matrix is provided at the end of this Section.**

3.5.1 Water Quality Monitoring – Fixed Station and Probabilistic Design

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.1 of the RFP.

3.5.2 Water Quality Monitoring – Lakes and Streams

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.2 of the RFP.

3.5.3 Water Quality Monitoring – Reference Sites

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.3 of the RFP.

3.5.4 TMDL Targets

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.4 of the RFP.

3.5.5 TMDL Source Assessment / Delineation

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.5 of the RFP.

3.5.6 TMDL Load Allocations

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.6 of the RFP.

3.5.7 Total Maximum Daily Loads

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.7 of the RFP.

3.5.8 Stakeholder Participation

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.8 of the RFP.

3.5.9 TMDL Effectiveness Monitoring

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.9 of the RFP.

3.5.10 Geographic Information Systems (GIS) Services

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.10 of the RFP.

3.5.11 Remote Sensing

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.11 of the RFP.

3.5.12 Water Quality Modeling

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.12 of the RFP.

3.5.13 Statistical Analysis

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.13 of the RFP.

3.5.14 Analytical Laboratory Services

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.14 of the RFP.

3.5.15 DEQ Electronic Data / Information Technical Assistance

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.15 of the RFP.

3.5.16 Heavy Equipment Operators

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.16 of the RFP.

3.5.17 Re-vegetation Services

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.17 of the RFP.

3.5.18 Watershed Coordination

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.18 of the RFP.

3.5.19 Communication / Educational Services – Information & Education

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.19 of the RFP.

3.5.20 Communication / Educational Services – Contract Administration

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.20 of the RFP.

3.5.21 Communication / Educational Services – Information Transfer & TMDL Technical Editing

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.21 of the RFP.

3.5.22 Land Use Planning Services

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.22 of the RFP.

3.5.23 Preparation of Technical Manuals or Circulars

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 3.5.23 of the RFP.

SECTION 4 OFFEROR QUALIFICATIONS

4.0 STATE’S RIGHT TO INVESTIGATE AND REJECT

RMS recognizes that the State may make investigations necessary to determine our ability to support the State in the Identified Environmental Service Areas.

RMS understands and will comply with Section 4.0 of the RFP.

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

RMS has endeavored to provide, to the maximum extent practicable, ALL of the informational requirements set forth in the RFP. RMS does NOT take exception to providing any of the specified informational requirements.

RMS understands and will comply with Section 4.1 of the RFP.

INFORMATION PROVIDED IN SUB-SECTIONS 4.1.1, 4.1.2, 4.1.3 and 4.1.4 APPLIES TO THE FOLLOWING ENVIRONMENTAL SERVICE AREAS:

4.2.8 Stakeholder Participation

4.2.19 Communication/Educational Services – Information & Education

4.2.20 Communication/Educational Services – Contract Administration

4.2.21 Communication/Educational Services – Information Transfer & TMDL Technical Editing

4.1.1 References

Per the specifications in the RFP, Table 4-1 presents a listing of references that can attest to the quality of support and service that the State can expect from RMS. As requested in the RFP, the following information is presented for each reference provided:

- Company name;
- Location where services were provided;
- Contact person(s);
- Customer's telephone number;
- Complete description of the service type; and
- Dates of service.

While the RFP requested a minimum of five references, we felt that more were warranted to accurately profile the extensive **BREADTH** and **DEPTH** of our company's experience in facilitating Public and/or Stakeholder Meetings and providing Communication and Educational Services. RMS understands that the State may use any of the information gathered during discussions with the references listed in Table 4-1 to verify:

- Quality of service;
- Quality of work product;
- Delivery of the work product on-time and within budget; and/or
- Gather any additional information the State may deem necessary.

RMS understands and will comply with Section 4.1.1 of the RFP.

4.1.2 Company Profile and Experience

Resource Management Services, Inc. (RMS) is a Minority Owned, Woman Owned Small Business that provides top quality consulting services to both public and private sector clients. Since our founding in 1994, we have been providing engineering and consulting services in:

- Business and management consulting;
- Productivity improvement;
- Time and motion studies;
- Development of labor standards and work specifications;
- ISO 14001 (Environmental Management Systems)/Strategic Environmental Management;
- Compliance with Environmental Rules and Regulations; and
- Compliance with Health, Safety and Hygiene Rules and Regulations.

Our private sector clients include fortune 500 companies like:

- Royal Ahold (Food Retail);
- Unocal, Inc. (Oil, Gas and Mining);
- Ultramar, Inc. (Oil Refining);
- Toshiba America, Inc. (Application Specific Integrated Chip Manufacturing);
- Sony, Inc. (Monitor Manufacturing);
- Albertsons, Inc. (Food Retail);
- Searles Valley Minerals, Inc. (Brine Mining and Refining);
- Peter Kiewit and Sons, Inc. (Construction and Mining); and
- Safeway Stores, Inc. (Food Retail).

Our Public Sector clients include:

- The State of Montana, Department of Military Affairs, Disaster and Emergency Services Division (Public Disaster Planning and Emergency Preparedness);
- The County of San Bernardino (Water Production, Water Distribution and Wastewater Collection and Treatment);
- The City of Redlands - Municipal Utilities Department (Water Production and Distribution);
- The Inland Empire Utilities Agency (Water and Wastewater Treatment);
- The Lake Arrowhead Community Services District (Water and Wastewater Treatment);
- The Coachella Valley Water District (Water Treatment and Distribution);

- The Coachella Valley Mosquito and Vector Control District (Vector Control); and
- The Fontana Unified School District (Public School System).

While our Eastern Office (located in Washington D.C.) and our Southwestern Office (located in Dallas, Texas) provide industrial engineering and consulting services geared to the Food Wholesaling industry (i.e., warehousing and distribution), our San Diego, California office provides primarily environmental engineering and consulting services geared to both the Public and Private sectors. The San Diego Office has been providing these services to Regional and National customers **since 1994**. While RMS currently maintains offices in Washington D.C., Dallas, Texas and San Diego, California, primary support for this contract will be provided initially by our office in San Diego. However, we anticipate having a local presence in Helena, Montana by Quarter 3 of 2004. **This local support office, once established, will enhance our ability to meet the State's needs with regard to individual Work Order Management and overall Project Communication.**

RMS's San Diego office address is as follows:

RESOURCE MANAGEMENT SERVICE, INC.

7304 Celata Lane

San Diego, California 92129

Tel: (619) 665-6353

Fax: (858) 538-1703

e-mail: pgarg@san.rr.com

Individual Assigned Responsibility for this Project:
Manager)

Pankaj Garg (Overall Contract/Program

Mr. Garg will be the Lead Technical Person for the following Service Areas:

4.2.8 Stakeholder Participation

4.2.19 Communication/Educational Services – Information & Education

4.2.20 Communication/Educational Services – Contract Administration

4.2.21 Communication/Educational Services – Information Transfer & TMDL Technical Editing

Mr. Garg possesses a Bachelor of Science in Chemical Engineering obtained from the University of Maryland at College Park, Maryland in 1984 and a Master of Science in Environmental Engineering obtained in 1988 (also from the University of Maryland at College Park, Maryland). Mr. Garg is a Registered Environmental Assessor in the State of California.

As the Director of the Environmental and Risk Management Services Group, Mr. Garg provides technical and managerial support on risk assessment and risk management activities. He also assists clients in complying with federal, state, and local rules and regulations pertaining to the treatment, storage, disposal, handling, and use of hazardous materials and hazardous wastes. Such work includes analyzing the hazards and risks associated with the handling of hazardous and acutely hazardous materials (i.e., performing hazards analyses and off-site consequence analyses) and conducting site investigations and environmental compliance audits.

Mr. Garg is currently the Overall Project Manager for the State of Montana, Department of Military Affairs, Disaster and Emergency Services Division's Program to develop a Statewide Hazard Assessment and a Pre-Disaster Mitigation Plan. As part of that Program, the Project Team has held several Stakeholders' Meetings to build support for the Program and obtain relevant data that will eventually support the Hazard Assessment and Pre-Disaster Mitigation Plan. An important aspect of this Program is that it is funded through a 75/25 match by FEMA. Accordingly, tracking the match status and making determinations on what qualifies as match has been important. DES has asked that Mr. Garg support them in this effort.

Mr. Garg has been the project manager responsible for complete preparation of over 40 federal RMP/CalARP Program/OSHA PSM compliant documents and Risk Management and Prevention Program

(RMPP) plans and updates as required in the state of California. In southern California these projects have been performed under the oversight of various Administering Agencies and Certified Unified Program Agencies (CUPAs) including LA County, LA City, San Diego County, San Bernardino County, Kern County, San Joaquin County, and Imperial County among others. Recently completed projects include the preparation of a federal RMP/CalARP/OSHA PSM compliant document packages for several water treatment facilities, located in Fontana, Redlands and Crestline (in San Bernardino County) for chlorine, a flour mill located in Colton, California in San Bernardino County for chlorine, a wastewater treatment chemical manufacturer located in Mojave, California for chlorine, an RMPP for a wastewater treatment chemical manufacturer located in Fontana, California for chlorine and sulfuric acid, and an RMPP for nitric acid, sulfuric acid and anhydrous ammonia for a mine located at Mountain Pass, California.

An integral component of these Projects is Public Meetings and building Stakeholder Consensus. As such, Mr. Garg has facilitated well over 50 Public/Stakeholder Meetings. As part of these meeting, his Project Teams have been responsible for developing and supplying Communication and Educational Materials for knowledge and information transfer such as that that will be required under Environmental Service Areas 4.2.19, 4.2.20 and 4.2.21.

While at the USEPA, Mr. Garg was part of the SARA Title III Section 302 Planning Group that provided outreach and guidance to LEPCs for hazards analysis and emergency response planning. As such, Mr. Garg has extensive experience in conducting Public and Agency Outreach Programs to transfer knowledge from one Agency to another. More importantly he has seen first-hand the things that work and those that don't.

RMS's Environmental and Risk Management Services Group (based in the San Diego office) provides a full complement of services geared toward environmental and health and safety compliance. This work includes the preparation of Security Vulnerability Assessments (for fixed facilities and transportation corridors), development of California Accidental Risk Prevention Programs (CalARP Programs), preparation of federal Risk Management Plans (RMPs) and the development of OSHA Process Safety Management (OSHA PSM) Programs, Emergency Response Planning and Crisis Management. A number of these and other Programs have required that our Team facilitate Public and/or Stakeholder Meetings so that technical aspects of the Projects can be communicated to interested parties in easy to understand, non-technical terms.

As such, the core tasks that need to be performed for our selected Environmental Service Areas (i.e., Stakeholders Meetings, Communication / Educational Services – Information & Education, Communication / Educational Services – Contract Administration, and Communication / Educational Services – Information Transfer & TMDL Technical Editing) are similar to those we have been performing for over ten years. RMS's San Diego Office therefore considers these Environmental Service Areas as core businesses which we have been engaged in since 1994.

Table 4-2 lists RMS' specific Project Experience in the Environmental Service Areas in which we are competing.

RMS understands and will comply with Section 4.1.2 of the RFP.

4.1.3 Method of Providing Services & Quality Assurance

As specified in the RFP, Attachment 1 to Section 4 provides a Project Work Plan for the Hazard Assessment and Pre-Disaster Mitigation Plan currently being developed by RMS for the State of Montana, Department of Military Affairs, Disaster and Emergency Services Division. This Project is a year-long project that began in earnest in December 2003. As such the Project is still in Progress and is slated for completion by October 2004.

Provided below is a discussion of RMS's:

- Approach to project management;
- Approach to ensure cost control;
- Approach to ensure timeliness; and

- Approach for quality assurance and quality control.

As a whole, good project management, effective cost control, strict control of the Project's time-line and quality control will ensure coordination and communication between ALL parties involved in each Project under the Contract.

Approach to Project Management

RMS has developed a number of project management techniques to ensure that project objectives and schedules are met. These procedures will be initiated at Project Inception. RMS understands that, under this contract, timely completion of each aspect of each Project is critical due to UEPA imposed deadlines. We have attempted to ensure the required staff and resources have been allocated to the Project based on our current understanding of the State's desired support in each of the Environmental Services Areas in which we are competing.

Based on our experience, the key to successful management of time and materials contracts is to break down each Project into as many logical and manageable tasks and sub-tasks as possible, assign task and subtask budgets, and monitor the expenditures and schedule on a weekly basis. Accordingly, RMS will break down each Project assigned to us under the Contract into tasks and sub-tasks with anticipated deliverables being identified. Task Managers will be assigned for the larger Tasks. Each Task Manager will be responsible for tracking progress, while the Project Manager will be responsible for ensuring that the overall schedule and budget of each Project is met.

We believe that one of the keys to successful project management is effective communication between us and the client. To ensure effective communication, we will encourage constant contact between our Project Manager and the State's Project Manager(s). RMS anticipates biweekly meetings-or more frequent (or conference calls) with the State's Project Manager(s) to review technical, financial, and schedule status of each Major Task as well as to discuss upcoming milestones and deliverables. These meetings have proven to be effective in conveying project status as well as to provide a forum for discussing unanticipated problems and potential resolutions.

Since ALL work under this contract will be managed initially through our San Diego office, our Staff's weekly internal meetings and teleconferences will be used as a forum for internal communication to ensure that each Project is proceeding according to plan. In addition to these routine meetings and conference calls RMS's Project Manager will prepare a monthly progress report on project status and accomplishments to date. The format and content of the monthly progress report will be determined after meeting with the State's Project Manager. This will ensure that ALL information desired by the State's Project Manager is provided. Attachment 2 to this section presents a Sample Monthly Report Format (again, this format will be modified to ensure that ALL information required by the State's Project Manager is provided each month – or more frequent intervals, if required). If necessary or if the State so desires, RMS can use computer-based project management software (such as Microsoft ProjectTM) to create an electronic tracking system to monitor the progress of the Project with regard to deliverables and/or milestones.

Approach to Ensure Cost Control

On Time and Materials Projects, RMS's approach to cost control and cost monitoring incorporates an automated financial management system that summarizes information from weekly time sheets for labor costs, personnel expense reports, and purchase orders (for purchases in excess of \$1000) for other direct project costs. These weekly cost summaries are then provided to the Project Manager. These reports allow for early identification of cost issues so that corrective action may be taken to ensure that the overall Project is within budget. The Project Manager will monitor the progress of each major Task and Sub-task in terms of percent complete versus expenditures to date. RMS has extensive experience in managing large contracts (in excess of \$250,000) through this approach. This will ensure that we meet the specified cost allocations, schedules, and overall quality objectives of each assigned Project.

In addition, each submitted invoice will include the current invoicing period's expenditures as well as cumulative totals, thus allowing the State's Project Manager to monitor the Project's progress and current as well as cumulative costs. Unforeseen expenditures will be identified to the State's Project Manager through bi-weekly progress notices.

Approach to Ensure Timeliness

RMS's approach to ensuring timeliness is to track the status of deliverables from Project Inception through Project Closure. The RMS Project Manager will review the status of all Major Tasks and related Sub-tasks and associated deliverables during the monthly meetings with the State's Project Manager. If warranted, RMS's Project Manager will request more frequent meetings to ensure that the Project Timeline is maintained. Alternatively, e-mail and phone meetings may be held to apprise the State's Project Manager of the latest Project developments.

This process will ensure that all Tasks and Sub-tasks are on schedule and that the State's Project Manager is kept informed of the overall status. We are fully knowledgeable in the technical and resource requirements as well as the schedule requirements for preparation of the documents being prepared under this contract.

If special circumstances encountered in the field dictate the need for rapid response, RMS has the flexibility and staffing resources to allow the Project Manager to dedicate the necessary personnel in order to facilitate response to short-duration, high-priority tasks. RMS routinely provides its clients with this type of response capability and we frequently prepare briefs and work products in 8- or 24-hour time-frames.

Approach for Quality Control / Quality Assurance

RMS has implemented a variety of quality control / quality assurance (QA/QC) programs tailored to the individual clients' needs and specific to a project's objectives. For example, RMS has previously developed and implemented QA/QC Programs for data acquisition and data management under USEPA's Superfund Innovative Technology Evaluation Program (SITE). QA/QC requirements on this project consist primarily of ensuring the quality of work products and deliverables generated (i.e., Draft, Interim-Draft, and Final Reports) to ensure technical accuracy and defensibility. This will be accomplished primarily through peer review. Peer review will consist of report / document review by at least two Project Team members before submittal to the State. All Draft and Final work products will be subjected to this process.

RMS is committed to the continuing professional training and education of our workforce. An understanding of current environmental regulations and their impact on each of our clients' operations is critical to fulfilling our mission and the objectives of our clients. Our professional training programs include memberships in professional engineering and environmental associations, committee participation on a variety of workshops with Regulatory Agencies, advanced education, and participation in related conferences and seminars. We closely monitor proposed and recently enacted environmental regulations at the federal, state, and local levels through personal contacts, the world wide web, and a variety of publications. These activities further enhance our ability to ensure the quality of our work by ensuring that we stay abreast of current and state-of-the-art technologies and developments.

RMS understands and will comply with Section 4.1.3 of the RFP.

4.1.4 Staff Qualifications

A brief summary of relevant qualifications for RMS' Key Project Personnel was provided in Section 4.1.2 above (i.e., see description of RMS' Identified Overall Contract/Program Manager – Mr. Pankaj Garg). In this sub-section, RMS provides a brief description of our Staff's Qualifications. Attachment 3 to this Section provides Resumes for ALL Staff that will be assigned to this Contract.

Table 4-3 summarizes our Staff's Qualifications and provides the following information:

- Listing of ALL staff that may work or be assigned to this contract;
- Educational background (i.e., staff's degrees);

- Years of professional experience;
- Years of experience on projects similar to those that may be completed under this contract;
- Specialty training as applicable to specific service areas;
- Professional registrations;

Billing rates are provided in Section 5

RMS understands and will comply with Section 4.1.4 of the RFP.

4.2 OFFEROR QUALIFICATION REQUIREMENTS – SPECIFIC SERVICE CATEGORIES

RMS understands that offerors must provide the specified qualification information detailed in Section 4.2.1 through 4.2.23 for each Service Category in which they are competing.

RMS understands and will comply with Section 4.2 of the RFP.

4.2.1 Water Quality Monitoring – Fixed Station and Probabilistic Design

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.1 of the RFP.

4.2.2 Water Quality Monitoring – Lakes and Streams

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.2 of the RFP.

4.2.3 Water Quality Monitoring – Reference Sites

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.3 of the RFP.

4.2.4 TMDL Targets

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.4 of the RFP.

4.2.5 TMDL Source Assessment / Delineation

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.5 of the RFP.

4.2.6 TMDL Load Allocations

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.6 of the RFP.

4.2.7 Total Maximum Daily Loads

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.7 of the RFP.

4.2.8 Stakeholder Participation

RMS has significant experience in conducting and facilitating Public and/or Stakeholder Meetings and in obtaining Stakeholder Participation. This practical experience has been gained through the successful conduct and facilitation of numerous Public Meetings held for a variety of projects. For example, RMS has conducted over 40 Public Meetings for federal Risk Management Programs, California Accidental Release Prevention Programs, Environmental Impact Statements, Environmental Impact Reports and other similar projects.

It has been our experience that the most successful approach is one that actively involves participants. For example, allowing meeting attendees to personally identify their problem areas and come up with their own solutions is the approach that is most frequently effective. Preparation of materials such as index cards, maps, and the agenda are done before the meetings to maximize efficiency. Occasionally, information is presented at the beginning of a meeting to facilitate focused discussions on specific topics. Generally, no more than one page documents will be given to participants to review while at the meeting.

Table 4-4 discusses the approach that will be utilized by RMS in holding, facilitating and ensuring the success of Public and/or Stakeholder Meetings to obtain Stakeholder Participation. Table 4-4 provides information on the steps that will be taken in:

- Preparation for Public Meetings;
- Informational and educational materials that would be distributed or provided during Public Meetings;
- Steps that we will take to assure a reasonable turnout for scheduled Public Meetings;
- Steps that we will take to facilitate the Public Meetings; and
- Steps that we will take to illicit interaction and involvement of the audience in the Public Meeting.

RMS understands and will comply with Section 4.2.8 of the RFP.

4.2.9 TMDL Effectiveness Monitoring

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.9 of the RFP.

4.2.10 Geographic Information Systems (GIS) Services

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.10 of the RFP.

4.2.11 Remote Sensing

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.11 of the RFP.

4.2.12 Water Quality Modeling

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.12 of the RFP.

4.2.13 Statistical Analysis

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.13 of the RFP.

4.2.14 Analytical Laboratory Services

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.14 of the RFP.

4.2.15 DEQ Electronic Data / Information Technical Assistance

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.15 of the RFP.

4.2.16 Heavy Equipment Operators

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.16 of the RFP.

4.2.17 Re-vegetation Services

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.17 of the RFP.

4.2.18 Watershed Coordination

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.18 of the RFP.

4.2.19 Communication / Educational Services – Information & Education

RMS personnel are quite well versed in providing communication and educational services as they relate to developing and providing information to educate the Public on technical and non-technical aspects of projects. Without specifics on a project we can not respond to this section.

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 4.2.19 of the RFP.

4.2.20 Communication / Educational Services – Contract Administration

RMS has provided Contract Administration Services for a number of Public and Private Clients. Presently, we are assisting the State of Montana, Department of Military Affairs, Disaster and Emergency Services Division in tracking match status for FEMA's 75/25 match on the Statewide Hazard Assessment and Pre-Disaster Mitigation Planning Project. Our Accounting and Technical personnel can meet the State's needs in this area by setting up a specific system to track each Project in each Environmental Service Area. To some extent, the State will need to develop a consistent format or a protocol for each service area with regard to budgets, accounts, etc. Once this format has been agreed upon, RMS can assist the State and the respective Agency involved in:

- Tracking contract progress;
- Developing an accounting system for each environmental services area;
- Documenting and tracking match status;
- Developing scopes of work for project contracts;
- Soliciting for project sponsors;
- Conducting the procurement process for contractor selection;
- Tracking contract progress;
- Project obstacles;
- Availability of funding;
- Conducting report reviews and evaluating work products against expectations and stated scopes of work; and
- Developing a database to track contract information.

RMS has reviewed the description of this Environmental Service Area and understands the requirements.

RMS understands and will comply with Section 4.2.20 of the RFP.

4.2.21 Communication / Educational Services – Information Transfer & TMDL Technical Editing

RMS has significant experience in information transfer and technical editing (although we do not have experience specific to the TMDL Program). However, as noted previously the process of transferring knowledge or performing technical editing on documents intended for the public is the same.

Our Projects in the areas of Risk Assessment, Risk Management and the associated Public Meetings have resulted in documents that are to be made available to the public. As such it is extremely important to develop documents that are easy to understand by a wide spectrum of reviewers. The TMDL Program will require a similar effort.

RMS understands and will comply with Section 4.2.21 of the RFP.

4.2.22 Land Use Planning Services

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.22 of the RFP.

4.2.23 Preparation of Technical Manuals or Circulars

RMS has reviewed the description of this Environmental Service Area and understands the requirements. However, RMS has decided not to compete in this Service Category.

RMS understands and will comply with Section 4.2.23 of the RFP.

TABLE 4-1

REFERENCES

REFERENCE NAME, ADDRESS AND CONTACT INFORMATION	PROJECT(S)
<p>Mr. Larry Akers State Hazard Mitigation Officer State of Montana Department of Military Affairs Disaster and Emergency Services Division 1100 N. Last Chance Gulch Helena, Montana 59604-4789</p> <p>Phone: (406) 841-3960; Fax: (406) 841-3965 lakers@state.mt.us</p>	<p>Development of the State of Montana Hazard Assessment and Pre-Disaster Mitigation Plan for compliance with the Disaster Mitigation Act of 2000 (under the oversight of FEMA).</p> <p>October 2003 – November 2004</p>
<p>Ms. Marilyn Kraft, REHS Registered Environmental Health Specialist San Bernardino County Fire Department Hazardous Materials Division 620 South E Street San Bernardino, CA 92415-0153 Phone: (909) 386-8401; Fax: (909) 386-8460 mkraft@fire.sbcounty.gov</p> <p>RMS has been providing Hazard Assessment and Mitigation Planning services in San Bernardino County (California) for the last 15 + years. These services have primarily consisted of developing Federal Risk Management Plans (RMPs) and California Accidental Release Prevention Programs (CalARPs) for facilities located within the San Bernardino County Fire Department's jurisdiction. In federal RMPs and CalARP Programs, hazard assessments and mitigation plans are developed for fixed facilities handling toxic chemicals such as chlorine, anhydrous ammonia and others. A key aspect of these plans is emergency response planning and Public Meetings held to apprise the vulnerable populations of the hazards posed by the facilities. (Service provided to clients from 1989-current)</p>	<p><u>Regulatory Oversight:</u></p> <p>Capitol Milling Company RMP (1997) City of Redlands (1999 – 2003) Horace Hinckley WTP RMP/CalARP Henry Tate WTP RMP/CalARP North Orange Wellfield CalARP Crestline Sanitation District (1999 – current) Huston Creek WWTP RMP/CalARP Seeley Creek WWTP RMP/CalARP Inland Empire Utilities Agency (1999 – current) Regional Plant 1 RMP/CalARP Regional Plant 2 RMP/CalARP Carbon Canyon Wastewater Reclamation Facility RMP/CalARP Chino I Desalter CalARP (in progress) Gallade Chemical CalARP (in progress)</p>

TABLE 4-1 (CONTINUED)

REFERENCES

REFERENCE NAME, ADDRESS AND CONTACT INFORMATION	PROJECT(S)
<p>Mr. Joel Stribling Crestline Sanitation District Sanitation Services Representative 24516 Lake Drive P.O. Box 3395 Crestline, California 92325-3395 (909) 338-1751 jstribling@sdd.sbcounty.gov</p>	<p><u>Contracts and Technical Contact:</u></p> <p>Crestline Sanitation District CalARP (1999 – current) Seeley Creek WWTP Huston Creek WWTP</p> <p>RMS has been providing environmental and risk management support services to the Crestline Sanitation District (a division of the County of San Bernardino in California) since 1999. These services have included an assessment of the hazards of handling chlorine and the adherent mitigation planning as well as other risk management support services (such as emergency response planning).</p> <p>RMS has recently been retained by the County on a three year contract to provide a broad range of environmental compliance services.</p>
<p>Mr. Patrick King Inland Empire Utilities Agency 6075 Kimball Avenue Chino, California 91710 (909) 993-1715 pking@ieua.org</p>	<p><u>Contracts</u></p> <p>Inland Empire Utilities Agency (1999 – current) Regional Plant 1 RMP/CalARP Regional Plant 2 RMP/CalARP Carbon Canyon Wastewater Reclamation Facility RMP/CalARP Chino I Desalter CalARP (in progress)</p> <p>RMS has been providing environmental and risk management support services to the Inland Empire Utilities Agency since 1999. These services have included an assessment of the hazards of handling chlorine, methane and sodium hypochlorite and the adherent mitigation planning as well as other risk management support services.</p>

TABLE 4-1 (CONTINUED)

REFERENCES

REFERENCE NAME, ADDRESS AND CONTACT INFORMATION	PROJECT(S)
<p>Mr. Bob Bobik Wastewater Operations Supervisor Lake Arrowhead Community Services District P.O. Box 700 Lake Arrowhead, California 92352</p> <p>Phone: (909) 336-7152; Fax: (909) 337-7965 bbobik@lakearrowheadcsd.com</p>	<p>Grass Valley WWTP Federal RMP Update Bernina WTP CalARP Program Cedar Glen WTP CalARP Program</p> <p>RMS is currently working on the Federal RMP and CalARP Programs for these Water Treatment Plants operated by the Lake Arrowhead Community Services District (June 2004)</p>
<p>Mr. Larry Wilke Risk Manager Fontana Unified School District 9680 Citrus Avenue Fontana, California 92334-5090</p> <p>Phone: (909) 357-5000 Ext. 7292 Fax: (909) 357-5289</p>	<p>Development of District Wide HMBPs and Annual Updates (being prepared annually since 2001)</p>
<p>Mr. Don Schuyler IMC Chemicals, Inc. / Searles Valley Mineral Co. 13200 Main Street Trona, California 93592</p> <p>(760) 372-2371</p>	<p><u>(Contracts and Technical) Project Manager:</u> IMC Chemicals, Inc. federal RMP / OSHA PSM / CalARP Program Updates (2004) Trona Facility West End Facility Lake Operations</p> <p>IMC Chemicals, Inc. Security Vulnerability Assessments (2004) West End Facility Lake Operations</p>
<p>Mr. Gary Phelps Municipal Utilities Director City of Redlands P.O. Box 3005 Redlands, California 92373 (909) 798-7698 gphelps@cityofredlands.org</p>	<p><u>Contracts and Technical:</u> City of Redlands, CA (1999 – 2003) Henry Tate WTP Horace Hinckley WTP North Orange Wellfield CalARP</p>

TABLE 4-2

SPECIFIC AND RELEVANT PROJECT EXPERIENCE

RESOURCE MANAGEMENT SERVICES, INC.

Provided below is a brief description of RMS's relevant project experience in the preparation of Federal RMPs, CalARPs, OSHA PSM Compliant documents, RMPPs and RMPP Updates, Hazards Analyses, and Emergency Response Plans and Updates. Experience in each of these projects is relevant because each requires the conduct of a Public Meeting to discuss the Hazards identified at each site being evaluated found and the proposed Mitigation Measures planned to minimize potential impacts. Furthermore, since each project results in a series of documents that are available for Public Review, each Project listed is also pertinent in the categories of Communication/Educational Services - Information & Education and Communication/Educational Services - Information Transfer & TMDL Technical Editing)

Preparation and Submittal of Federal Risk Management Plans (RMPs), Federal OSHA PSM Programs and CalARP Programs

Gallade Chemicals, Inc. – Santa Ana and Fontana Facilities (2003, Currently in Progress)

In August 2003, RMS was awarded a contract by Gallade Chemicals, Inc. for the preparation of CalARP Program packages. Gallade Chemical, Inc. operates two chemical distribution facilities, one located in Santa Ana, California and the other located in Fontana, California. These facilities handle several regulated substances including anhydrous ammonia, aqueous ammonia (30-percent concentration), hydrochloric acid (31-percent concentration), hydrofluoric acid (greater than 49-percent concentration), and formaldehyde (37-percent concentration). The Fontana facility's documentation is being prepared under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division while the Santa Ana facility's documentation is being prepared under the oversight of the Orange County Healthcare Agency. RMS will perform ALL required technical studies and will submit all required documentation.

Inland Empire Utilities Agency – Chino I Desalter (2003, Currently in Progress)

In July 2003, RMS was awarded a contract by the Inland Empire Utilities Agency for the preparation of a CalARP Program package covering the storage, handling and use of aqueous ammonia for the Chino I Desalter site. The Chino 1 Desalter Facility began operation in 2000 and produces 8MGD of potable drinking water for use in the service areas of the Agency and the Western Municipal Water District. As part of the desalting process the facility utilizes aqueous ammonia (19 percent concentrated). This project is being performed under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS will perform ALL required technical studies and will submit all required documentation.

Inland Empire Utilities Agency – Regional Plant No. 1 and Regional Plant No. 2 (Currently in Progress)

In June 2003, RMS was awarded a contract by the Inland Empire Utilities Agency for the preparation of a OSHA PSM Programs for Regional Plant No. 1 and Regional Plant No. 2 covering the storage, handling and use of methane at each site. Methane is being recovered from the digesters operated at each of the sites for use in a cogeneration facility. RMS will perform ALL required technical studies and will submit all required documentation.

City of Redlands, Municipal Utilities Department – North Orange Well-field (July 2003)

RMS recently completed the preparation of a CalARP Program package covering the storage, handling and use of chlorine. The new well-field (consisting of three wells), owned and operated by the City of Redlands, Municipal Utilities Department utilized chlorine for water treatment prior to distribution. This project was performed under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required

documentation.

Parker Technology, Inc., – Twenty-nine Palms Processing Site (2002)

RMS prepared a CalARP Program package covering the storage, handling and use of chlorine at Parker Technology's Twenty-nine Palms ore processing site. The proprietary process utilized chlorine and was therefore subject to the CalARP regulations. This project was performed under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

Kiewit Pacific, Inc., – Olivenhain Dam Construction Project (2001)

RMS prepared a CalARP compliant document package covering the storage, handling and use of anhydrous ammonia at the Olivenhain Dam Construction Project Site. Anhydrous ammonia was utilized at the Construction Site as a refrigerant for the manufacture of shaved ice and the generation of chilled water. These were then used for used to cool the concrete mix to shorten the set time and therefore allow for faster pouring. This document was prepared under the oversight of the San Diego County Department of Environmental Health, Hazardous Materials Management Division. RMS personnel performed all required technical studies and prepared and submitted all required documentation.

Inland Empire Utilities Agency – Regional Plant No. 1 and Tertiary Treatment Plant No. 1 (1999)

RMS prepared a consolidated document package covering the requirements of the federal RMP, the California CalARP Program and the federal and California OSHA PSM Programs for chlorine for Regional Plant No. 1 and Tertiary Plant No. 1 (a wastewater treatment plant) located in Ontario, California and owned and operated by the Inland Empire Utilities Agency. The RMP and the CalARP Program were prepared under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

Inland Empire Utilities Agency – Regional Plant No. 2 (1999)

RMS prepared a consolidated document package covering the requirements of the federal RMP, the California CalARP Program and the federal and California OSHA PSM Programs for chlorine for Regional Plant No. 2 (a wastewater treatment plant) located on California Highway 71 and owned and operated by the Inland Empire Utilities Agency. The RMP and the CalARP Program were prepared under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

Inland Empire Utilities Agency – Carbon Canyon Wastewater Reclamation Facility (1999)

RMS prepared a consolidated document package covering the requirements of federal RMP, CalARP Program and OSHA PSM Program for chlorine for a wastewater treatment plant in Chino, California owned and operated by the Inland Empire Utilities Agency. This document was prepared with the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

City of Redlands, Municipal Utilities Department – Henry Tate Water Treatment Plant (1999)

RMS prepared a consolidated document package covering the requirements of the federal RMP, the California CalARP Program and the federal and California OSHA PSM Programs for chlorine for a water treatment plant in Redlands, California. This document was prepared with the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

City of Redlands, Municipal Utilities Department – Horace Hinckley Water Treatment Plant (1999)

RMS prepared a consolidated document package covering the requirements of federal RMPs, CalARPs and OSHA PSM for chlorine for a water treatment plant in Redlands, California. This document was prepared with the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

County of San Bernardino, Special Districts, Crestline Sanitation District – Seeley Creek Wastewater Treatment Plant (1999)

RMS prepared a consolidated document package covering the requirements of federal RMPs, CalARPs and OSHA PSM for chlorine for a wastewater treatment plant in Crestline, California. This document was prepared with the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

County of San Bernardino, Special Districts, Crestline Sanitation District – Huston Creek Wastewater Treatment Plant (1999)

RMS prepared a consolidated document package covering the requirements of federal RMPs, CalARPs and OSHA PSM for chlorine for a wastewater treatment plant in Crestline, California. This document was prepared with the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

Kemwater, Inc. – Mojave Manufacturing Plant (1999)

RMS prepared a consolidated document package covering the requirements of federal RMPs, CalARPs and OSHA PSM for chlorine for a wastewater treatment chemical manufacturing plant in Mojave, California. The facility manufactures ferric chloride for supply the wastewater treatment plants. This document was prepared with the oversight of the Kern County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

Federal RMP and CalARP Program Updates

Inland Empire Utilities Agency – Regional Plant No. 1 and Tertiary Treatment Plant No. 1 (2002)

RMS prepared the federal RMP and the California CalARP Program updates for chlorine for Regional Plant No. 1 and Tertiary Plant No. 1 (a wastewater treatment plant) located in Ontario, California and owned and operated by the Inland Empire Utilities Agency. The RMP and the CalARP Program updates were prepared under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

Inland Empire Utilities Agency – Regional Plant No. 2 (2002)

RMS prepared the federal RMP and the California CalARP Program updates for chlorine for Regional Plant No. 2 (a wastewater treatment plant) located on California Highway 71 and owned and operated by the Inland Empire Utilities Agency. The RMP and the CalARP Program updates were prepared under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

Inland Empire Utilities Agency – Carbon Canyon Wastewater Reclamation Facility (2002)

RMS prepared the federal RMP and the California CalARP Program updates for chlorine for a wastewater treatment plant in Chino, California owned and operated by the Inland Empire Utilities Agency. The RMP and the CalARP Program updates were prepared under the oversight of the San Bernardino County Fire

Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

County of San Bernardino, Special Districts, Crestline Sanitation District – Seeley Creek Wastewater Treatment Plant (2002)

RMS prepared the federal RMP and the California CalARP Program updates for chlorine for a wastewater treatment plant in Crestline, California. The RMP and the CalARP Program updates were prepared under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

County of San Bernardino, Special Districts, Crestline Sanitation District – Huston Creek Wastewater Treatment Plant (2002)

RMS prepared the federal RMP and the California CalARP Program updates for chlorine for a wastewater treatment plant in Crestline, California. The RMP and the CalARP Program updates were prepared under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

Federal RMP and CalARP Program Audits

County of San Bernardino, Special Districts, Crestline Sanitation District – Seeley Creek Wastewater Treatment Plant RMP Implementation Audit (2003)

RMS prepared the three-year RMP audit for the Seeley Creek Wastewater Treatment Plant owned and operated by the Crestline Sanitation District.

County of San Bernardino, Special Districts, Crestline Sanitation District – Huston Creek Wastewater Treatment Plant RMP Implementation Audit (2003)

RMS prepared the three-year RMP audit for the Huston Creek Wastewater Treatment Plant owned and operated by the Crestline Sanitation District.

City of Redlands, Municipal Utilities Department – Henry Tate Water Treatment Plant RMP Implementation Audit (2003)

RMS prepared the three-year RMP audit for the Henry Tate Water Treatment Plant owned and operated by the City of Redlands, Municipal Utilities Department.

City of Redlands, Municipal Utilities Department – Horace Hinckley Water Treatment Plant RMP Implementation Audit (2003)

RMS prepared the three-year RMP audit for the Horace Hinckley Water Treatment Plant owned and operated by the City of Redlands, Municipal Utilities Department.

Federal RMPs (prepared prior to implementation of the CalARP regulations)

Capitol Milling Company – Fontana Facility (1998)

RMS prepared a consolidated document covering the requirements of federal RMPs, CalARPs and OSHA PSM for chlorine for a flour mill located in Colton, California. This document was prepared under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

Kemiron Pacific, Inc. – Fontana Facility (1997-1998)

RMS prepared an RMP for hydrochloric acid for a facility that manufactures wastewater treatment chemicals located in Fontana, California. The facility is located in the California Steel Industries Complex. This document was prepared under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

California RMPPs and RMPP Updates

Kemiron Pacific, Inc. (1997-1998)

RMS prepared an RMPP for chlorine and sulfuric acid for a facility that manufactures wastewater treatment chemicals located in Fontana, California. The facility is located in the California Steel Industries Complex. This document was prepared under the oversight of the San Bernardino County Fire Department, Hazardous Materials Division. RMS performed all required technical studies and prepared and submitted all required documentation.

Hazards Analyses and Hazards Assessments

RMS personnel have performed several hazards analyses projects. A description of these projects is provided below:

Hazards Analyses for All Hazardous Materials at Ultramar, Inc.

RMS personnel assisted Ultramar, Inc. personnel conduct a systematic process by process, vessel by vessel hazard and operability study for the entire facility. Results of the work will be utilized to comply with California's RMPP requirements, the OSHA Process Safety Management Standard, and the federal EPA risk management planning (RMP) requirements. The project will last approximately five-years during which time the entire refinery will have been HazOped. Hazardous materials which have so far been reviewed include hydrofluoric acid, hydrogen, gasoline, hydrogen sulfide, liquefied petroleum gases and other refinery materials.

Hazards Assessment for Facilities Handling Extremely Hazardous Substances and Petroleum Products in the Fairbanks Northstar Borough

RMS personnel completed a long-term contract by the State of Alaska Department of Environmental Conservation to perform hazards analyses on approximately 1,000 facilities handling extremely hazardous substances (as specified in Section 302 of CERCLA), flammables, explosives, and petroleum products in the Fairbanks Northstar Borough. The results of the hazards analyses were utilized to prepare regional emergency response plans. In addition, RMS personnel assessed the emergency response capabilities of the Local Emergency Planning District.

Hazards Assessment for Facilities Handling Extremely Hazardous Substances and Petroleum Products in the Prudhoe Bay Area

RMS personnel completed a long-term contract by the State of Alaska Department of Environmental Conservation to perform hazards analyses on approximately 25 facilities handling extremely hazardous substances (as specified in Section 302 of CERCLA), flammables, explosives, and petroleum products in the Prudhoe Bay area. The results of the hazards analyses were utilized to prepare regional emergency response plans. In addition, RMS personnel assessed the emergency response capabilities of the Local Emergency Planning District.

	Total Years of Professional Experience	Proposed Labor Category	Years of Experience on Similar Projects	Specialty Training	Professional Registrations	Percentage of Time Available for Project		Stakeholder Participation	Communication/Educational Services – Information and Education	Communication/Educational Services – Contract Administration	Communication/Educational Services – Information Transfer and TMDL Technical Editing
STAFF MEMBER and EDUCATION											
Pankaj Garg Bachelor of Science in Chemical Engineering Master of Science in Environmental Engineering	18	Overall Program and Contract Manager Project Manager	18	N/A	California Registered Environmental Assessor	70					
Craig Douglas Bachelor of Science in Chemistry and Biology	20	Project Manager	12	N/A		75					
Shalini Prakash Bachelor of Science in Graphics and Design	10	Senior Clerical	9	N/A		50					
Severo Flores Bachelor of Science in Industrial Engineering	2	Project Engineer	1	N/A		As Needed					
J. Brandon Turner Bachelor of Science in Industrial Technology	10	Project Engineer	3	N/A		As Needed					
Jeff Nguyen Bachelor of Science in Industrial Engineering	9	Project Engineer	3	N/A		As Needed					
Larry Parker, Jr. Bachelor of Science in Civil Engineering	25	Principal	15	N/A		As Needed					
Parmanand Garg Bachelor of Science in Chemistry, Physics and Math Bachelor of Science in Mechanical Engineering Master of Science in Industrial Engineering	45	Principal	20	N/A		As Needed					

TABLE 4-4

STEPS TAKEN TO ENSURE THE SUCCESS OF PUBLIC AND STAKEHOLDER MEETINGS

PREPARATION FOR PUBLIC AND/OR STAKEHOLDER MEETINGS

- Securing and verifying meeting location;
- Meeting advertisement through letters, phone calls, and/or public notices;
- Develop and distribute overall meeting Agenda;
- Sign-in sheet with Agency and Pay Rate (as applicable) for match tracking purposes;
- Index cards for participant notes;
- Electronic presentations, if needed;
- Maps;
- Copies of Handouts; and
- Coordination of Speakers.

INFORMATIONAL AND EDUCATIONAL MATERIALS THAT WOULD BE DISTRIBUTED OR PROVIDED DURING PUBLIC MEETINGS

- Project Overview;
- Reason for Undertaking Project;
- Project Goals and Objectives;
- Contractor Contact Information; and
- Any other information deemed necessary to promote the Project.

STEPS THAT WE WILL TAKE TO ASSURE A REASONABLE TURNOUT FOR SCHEDULED PUBLIC AND/OR STAKEHOLDER MEETINGS

- Personal letters State and/or Agency staff;
- Notices to State departments soliciting meeting participation;
- Reminder e-mails and phone calls (as applicable and necessary);
- Specific, interesting agenda items;
- Reinforcement of the importance of the Project; and
- Any Memoranda of Understanding for participation.

STEPS THAT WE WILL TAKE TO FACILITATE THE PUBLIC AND/OR STAKEHOLDER MEETINGS

- Development of a specific, achievable agenda;
- Defined period for questions and discussion;
- Mechanisms for written comments;
- Ensuring interactive speakers; and
- Maintaining the agenda timeline.